



**Consulting and Technical Services (CATS)
Task Order Request for Proposals (TORFP)**

**Maryland Imaging Data Access System (MIDAS)
Migration Project**

Project Management Support

CATS TORFP PROJECT NUMBER P00P7200481

Department of Labor, Licensing & Regulation (DLLR)

ISSUE DATE: September 21, 2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP NAME:	DLLR MIDAS Migration Management Support
FUNCTIONAL AREA:	FA5 – Software Engineering
TORFP ISSUE DATE:	September 21, 2006
Closing Date and Time:	October 20, 2006 at 2:00 pm
TORFP Issuing Office:	Department of Labor, Licensing and Regulation
Send Questions and Proposals to:	Patricia Tarpley Office Phone (410) 230-6024 Fax: (410) 333-3384 Email address: ptarpley@dllr.state.md.us
TO Procurement Officer	Patricia Tarpley Office Phone (410) 230-6024 Fax: (410) 333-3384 Email address: ptarpley@dllr.state.md.us
TO Manager:	Dennis Morton Office Phone: (410) 767-2488 Email address: dmorton@dllr.state.md.us
TO Project Number:	P00P7200481
TO Type:	Time and Materials
Period of Performance:	12 months w/one 12 month renewal option
Small Business Reserve (SBR):	
Primary Place of Performance:	Department of Labor, Licensing and Regulation 1100 N. Eutaw Street Baltimore, MD 21201
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Office Desk Space and networked PC with email and software applications for on-site tasks.
TO Pre-Proposal Conference:	October 6, 2006 at 10:00 a.m. 1100 N. Eutaw St, Basement Conference Room See Attachment 5 for Directions

NOTICE TO MASTER CONTRACTORS

All CATS TO Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those TO Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to TO Procurement Officer. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	DLLR MIDAS Migration Management Support
TORFP Project Number:	P00P7200481

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
 - ☐ The subject of the TORFP is not something we ordinarily provide.
 - ☐ We are inexperienced in the services required.
 - ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - ☐ The scope of work is beyond our present capacity.
 - ☐ Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
 - ☐ We cannot be competitive. (Explain in REMARKS section.)
 - ☐ Time allotted for completion of a Task Order Proposal is insufficient.
 - ☐ Start-up time is insufficient.
 - ☐ Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
 - ☐ TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - ☐ MBE requirements. (Explain in REMARKS section.)
 - ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - ☐ Payment schedule too slow.
 - ☐ Other:_____.
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks: _____

TO Contractor

Name: _____ Date: _____

Contact Person: _____ Phone ____ - ____ - ____ Email _____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.15 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 2, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the DLLR email system time stamp. The TO Proposal is to be submitted via **e-mail** to ptarpley@dllr.state.md.us as two attachments in **MS Word protect for No Change (read only)** format. The “subject” line in the e-mail submission shall state the **TORFP # P00P7200481**.

- The first file will be the TO Proposal technical response to this CATS TORFP and titled, “**CATS TORFP # P00P7200481 - Technical**”
- The second file will be the financial response to this CATS TORFP and titled, “**CATS TORFP # P00P7200481 – Financial**.”
- **Note:** The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2, Attachment 3 – Task Order Agreement and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as **Adobe PDF** files with signatures clearly visible.

1.4 MARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the Department of Labor, Licensing and Regulation, 1100 N. Eutaw, Baltimore, MD 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 8. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 9.

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

1.8 QUESTIONS AND INQUIRIES

Questions and inquiries, both verbal and written, should be submitted in a timely manner to the TO Procurement Officer. In the case of questions not received in a timely manner, the TO Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, will be distributed to all vendors who are known to have received the TORFP.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, REQUESTING AGENCY AND PROJECT BACKGROUNDS

2.1.1 PURPOSE

DLLR is issuing this CATS TORFP to acquire a project manager to manage DLLR's MIDAS Migration Project. The desired outcome of this TORFP is for a certified, highly qualified project manager to manage the project effectively, produce the required deliverables for this TORFP, and as needed, successfully transition management of the project to a DLLR staff Project Manager prior to the end of the performance period.

2.1.2 BACKGROUND

DLLR's Division of Unemployment Insurance (DUI) is responsible for providing temporary benefits to eligible individuals who are out of work through no fault of their own, and to collect the unemployment insurance tax from employers for the payment of unemployment insurance benefits. The MIDAS imaging and document management system scans and performs Optical Character Recognition (OCR) on the employer UI tax returns and archives and indexes DUI Tax employer correspondence.

2.1.3 PROJECT BACKGROUND

The DUI has had a mission critical document management OCR system referred to as MIDAS since October 1995. MIDAS is used to image and OCR the quarterly unemployment insurance contribution and employment reports (form OUI 15 / 16) for approximately 136,000 employers in the State of Maryland. MIDAS also scans and archives correspondence for DUI Tax. Since October 1995, over 18 million images have been scanned, indexed and stored by MIDAS. The DUI has over 220 system users networked to MIDAS. System users primarily are located on the fourth floor of 1100 North Eutaw Street in Baltimore City.

The MIDAS Migration Project shall require the selected TO Contractor to provide OCR and document management system integration services, to migrate existing OCR images and document management functionality to a new or upgraded platform, and to upgrade the backend Oracle database.

Current status of the MIDAS Migration Project is that DLLR has issued a CATS TORFP (#P00P6202921) and has received multiple proposals in response. DLLR currently is evaluating the proposals. Concurrent with the solicitation process, DLLR received independent project assessment recommendations including to hire a certified, dedicated project manager for the project. This TORFP is the result of that recommendation.

2.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

The TO Contractor shall provide a highly qualified Project Manager who is certified as a Project Management Professional (PMP) by the Project Management Institute (PMI). The individual provided by the selected TO Contractor shall apply Project Management Body of Knowledge (PMBOK) and State of Maryland System Development Life Cycle (SDLC) standards and methodologies to manage the MIDAS Migration Project. DLLR expects to require full time PMP support during the initial

project phase (approximately four months) and then decrease to approximately two or three day per week support. The estimated total support requirement is estimated at 1,000 hours per year.

The proposed Project Manager shall report to DLLR management and perform assigned duties including, but not limited to:

- A) Participate in the final technical review evaluation prior to awarding of the contract. This includes serving on DLLR's evaluation committee and submitting the required written documentation associated with DLLR's proposal evaluation process.
- B) Work with DLLR, the TO Contractor awarded the MIDAS Migration Project, and external project stakeholders to review technical and functional requirements to achieve consensus towards a final requirements document consistent with SDLC Phase 4.
- C) Review the MIDAS Migration Project (a.k.a, MIDAS II) Corrective Action Plan (CAP) developed during the independent project assessment referenced in Section 2.1.3 above. Coordinate and facilitate project activities to comply with the CAP. Responsibilities shall include revising the plans for project design, development, testing and implementation to include at least:
 - 1. Create a master project plan to track project progress. Revise or create the appropriate component management plans (including but not limited to a requirements document, master project schedule, risk management plan, communication plan, etc.) that shall comprise the master project plan;
 - 2. Review and update the project timeline to ensure all required project tasks (technical and non-technical), information and activity definitions are included;
 - 3. Review, update or create as needed the appropriate SDLC documents for the project. Ensure that SDLC documents are well defined and current for an IT design and development project;
 - 4. Review and as necessary develop a written procedure for configuration control for application code promotion; and
 - 5. Revise and update the master project plan on an ongoing basis.
- D) Coordinate with DLLR management to designate and facilitate a Change Control Board tasked with reviewing and determining approval of proposed changes to the project. For approved changes, perform project integration management consistent with the PMBOK.
- E) Coordinate with DLLR management to facilitate regular project status meetings to review project progress. Each meeting shall include a discussion of risk to include identifying issues and constraints that are impeding or may impede project performance, and recommendations for mitigation. The risk management plan must be kept updated in conjunction with project status meetings.
- F) Create and issue bi-weekly project status reports as described in Section 2.6 Part D below. The frequency of status reports may be adjusted as deemed appropriate by DLLR management;
- G) Coordinate with DLLR management to transition management of the MIDAS Migration Project effectively to a DLLR staff project manager prior to the end of the performance period for this TORFP; and
- H) Perform other related project management duties, as assigned by DLLR management.

2.3 PERFORMANCE EVALUATION AND STANDARDS

TO Contractor personnel will be evaluated by the TO Manager on a monthly basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 12.

2.4 MITIGATION PROCEDURES

Should an evaluation of any TO Contractor's personnel indicate poor or non-performance, the TO Manager will pursue the following established mitigation process, prior to requesting that the TO Contractor provide a replacement employee.

- A) All personnel described in the TO Contractor's proposal shall perform continuously for the duration of the TO, and for so long as performance is satisfactory to the TO Manager.
- B) The TO Manager shall give written notice of performance issues to the TO Contractor, clearly describing the problem and delineating remediation requirement(s).
- C) The TO Contractor shall respond with a written remediation plan within three (3) business days and implement immediately upon written acceptance of the TO Manager.
- D) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

2.5 WORK HOURS

The TO Contractor's assigned personnel will work an eight-hour day (8:00 am to 4:30 pm), Monday through Friday as needed except for State holidays.

2.6 DELIVERABLES

- A) Project management services culminating in the overall effective planning, execution, and control of the MIDAS Migration Project. This deliverable will be evaluated based on a determination by DLLR at the end of the performance period as to whether the MIDAS system satisfactorily conforms, or is on track to conform, with project requirements;
- B) A master project plan as described in Section 2.2, Part C - 1 above, including appropriate component management plans. This deliverable shall be consistent with SDLC and PMBOK standards. Plan components shall be updated regularly to show actual progress, and as applicable, explanations for variances and planned corrective actions to keep the project positioned for completion on schedule, on scope, and on budget. The first DLLR-approved version of the master project plan will be the baseline for subsequent iterations updated through the project life cycle;
- C) A written procedure for configuration control for application code promotion as referenced in Section 2.2, Part C-4 above.
- D) A transition plan for transitioning management of the MIDAS Migration Project effectively to a DLLR staff project manager prior to the end of the performance period for this TORFP. The transition plan shall describe at a minimum the tasks, time frames, and human resources required for effective project transition; and
- E) Bi-weekly project status reports detailing project progress. Project status report frequency may be adjusted as deemed appropriate by DLLR management. The reports shall contain, but not be limited to, the following information:
 - 1. Work accomplished during the reporting period to include risk assessment and response activities;
 - 2. Planned activities for the next reporting period to include risk assessment and response

activities;

3. Links or location references for appropriate master project plan components.

2.7 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology work, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting work execution. These may include, but are not limited to:

- A) The PMBOK, 2005 Edition, Project Management Institute, www.pmi.org.
- B) The State of Maryland's SDLC methodology at: www.dbm.maryland.gov - keyword: SDLC.
- C) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- D) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- E) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under this TORFP.

2.8 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS AND CERTIFICATIONS

The individual proposed for this TORFP must have at least ten (10) years of experience in applying the PMBOK methodology to project management. PMI certification and familiarity with the State of Maryland's SDLC is required. In addition, the individual proposed must have at least five (5) years of experience in managing IT related projects specifically and must demonstrate a leadership role in at least three successful projects that were delivered on time, on budget, and within scope.

2.9 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing the necessary project manager to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

2.10 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose a project manager available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.11 NON-PERFORMANCE OF PERSONNEL

In the event that DLLR is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified in this TORFP, the TO Contractor personnel may be removed at the TO

Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.12 INVOICING

- A) Invoices shall be submitted monthly on or before the 15th of the month following receipt of the approved notice of acceptance from the TO Manager. Invoices will reflect costs for hours worked. A copy of the notice(s) of acceptance and certified timesheets shall accompany all invoices submitted for payment. Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.
- B) Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form –Attachment 7 is not submitted.
- 1) The name and address of the State agency being billed;
 - 2) The vendor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number;
 - 3) The Invoice Date, Invoice Number, Amount Due, the associated CATS Project Number, Purchase Order Number being billed, period of performance covered by the invoice, Task Description and a Contractor Point of Contact (POC) and phone number; and
 - 4) Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the TO Contractor provides the required information.

2.13 INVOICE SUBMISSION CATEGORIES

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Labor, Licensing and Regulation as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 7, for each deliverable being invoiced) submitted for payment to the Department of Labor, Licensing and Regulation at the following address:

Department of Labor, Licensing and Regulation
Office of Information Technology
Attn: Barbara Robinson, Contract Administrator
1100 North Eutaw Street, Room 303
Baltimore, MD 21201

- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO

Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.14 INFORMATION SOURCES

DLLR will provide the following information sources for use in performing the required tasks:

- A) DLLR MIDAS Migration TORFP Project P00P6202921;
- B) Existing SDLC documentation;
- C) PMBOK and SDLC standards;
- D) System documentation as required; and
- E) Other documentation pertinent to assigned tasks.

2.15 CHANGE ORDERS

- A) If the TO Contractor is required to perform additional work or there is a work reduction due to unforeseen scope changes, the TO Contractor and the TO Manager shall negotiate a mutual acceptable price modification based on the TO Contractor's proposed rates in the TO Contract and scope of the work change. No scope of work modification shall be performed until a change order is executed by the TO Procurement Officer.
- B) All DLLR service requirements will be coordinated by the TO Manager with the TO Contractor. TO Contractor personnel shall carry out assignments from the TO Manager that fulfill the scope, period of performance, and not-to-exceed budget.

2.16 SECURITY AND CONFIDENTIALITY

- A) The TO Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards located at http://www.dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/prevention/itsecuritypolicies.pdf. These policies may be revised from time to time and the TO Contractor shall comply with all such revisions. Updated and revised versions of the Maryland State IT Policy and Standards are available on-line at www.dbm.maryland.gov.
- B) Security Regarding TO Contractor-owned Computer Equipment. The TO Contractor shall not connect any of its own equipment to an Agency's LAN/WAN without prior written approval by the State. The State will provide equipment as necessary for support that entails connection to the State LAN/WAN, or give prior written approval as necessary for connection.
- C) The TO Contractor shall provide and fill-out any necessary paperwork for security access to sign on at the State's site if access is needed to the State's LAN/WAN, as directed and coordinated with the Agency Telecommunication Project Manager or the State Contract Manager.
- D) At all times at any facility, the TO Contractor's personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, and providing information for wearing the badge in a visual location at all times.
- E) Each person who is an employee or agent of the TO Contractor or subcontractor shall display his or her company ID badges at all times while on State premises. Each such employee or agent upon request of State personnel shall provide additional photo identification.

F) Security Clearance:

- 1) The Department reserves the right to refuse to allow any individual employee to work on State premises, based upon certain specified criminal convictions.
- 2) An employee of the TO Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics shall not be permitted to work on State premises pursuant to this Contract.

G) On-site Security requirement(s): For all conditions noted below, the TO Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

- 1) Any person who is an employee or agent of the TO Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the Agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Agency.
- 2) Further, the TO Contractor, its employees and agents and Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Agency that controls the facility to which access by the TO Contractor will be necessary. The failure of any of the TO Contractor's or Subcontractor's employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.

SECTION 3 – TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

- A) Each TO Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet.
- B) Each TO Contractor is required to submit one of two possible responses:
 - 1) A proposal or
 - 2) A completed Notice to TO Contractors (See page 4 of this TORFP (Notice to Master Contractors)) explaining why the TO Contractor will not be submitting a proposal.

3.2 FORMAT

If a TO Contractor elects to submit a TO Proposal, the TO Contractor shall do so in conformance with the requirements of this CATS TORFP. See section 1.3 for TO Proposal Submission information. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

The Technical Proposal shall include the following sections in the order listed.

A) Transmittal Letter

A transmittal letter shall accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and reflect the individual who is authorized to commit the TO Contractor to the services and requirements as stated in the TO Proposal.

B) Title and Table of Contents

The Technical Proposal shall begin with a title page bearing the name and address of the TO Contractor and the name and number of this TORFP. A table of contents shall follow the title page for the Technical Proposal.

C) Executive Summary

The TO Contractor shall condense and highlight the contents of the technical proposal in a separate section titled “Executive Summary.” Within the Executive Summary, the TO Contractor shall clearly identify what services they are proposing. The Summary shall provide a broad overview of the contents of the entire proposal.

- 1) The TO Contractor shall state that they have no exceptions to the requirements of this TO, the Task Order Agreement (Attachment 2), or any other attachments. Warning: Exceptions to terms and conditions shall result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.
- 2) The TO Contractor shall clearly state that they are listed on the Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) for the functional area for which they are proposing services.

D) Proposed Services

- 1) Requirements: A detailed discussion of the TO Contractor’s understanding of the work and the

TO Contractor's capabilities, approach and solution to address the requirements outlined in Section 2 – Scope of Work.

- 2) Assumptions: A description of any assumptions formed by the TO Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirement and actions to mitigate these risks.

E) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel, if any, who will be involved with supervising the services rendered under this TORFP.
- 3) The TO Contractor shall certify that all candidates meet the required qualifications.
- 4) TO Contractors shall only propose staff available at the time of this TORFP.
- 5) An individual proposed and accepted as personnel for this TORFP is expected to remain dedicated throughout this TORFP commitment. Substitutions will be allowed only when the TO Manager specifically agrees to the substitution in writing or due to an emergency circumstance. All proposed substitutes of personnel must have qualifications at least equal to that of the person initially proposed and evaluated and accepted in this TORFP. The burden of illustrating this comparison will be the TO Contractor's. The resumes of the initially proposed personnel shall become the minimum requirement for qualifications for successor personnel for the duration of the TORFP term.
- 6) Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.

F) Subcontractors

Identify all proposed subcontractors, including MBEs, and their full roles in the performance of the work outlined in Section 2 – Scope of Work.

G) TO Contractor and Subcontractor Experience and Capabilities

Provide three examples of work assignments that the proposed personnel have completed that were similar to the requirements defined in Section 2 - Scope of Work. Each of the three examples must include a reference complete with the following:

- 1) Name of organization;
- 2) Name, title, and telephone number of the point of contact for the reference;
- 3) Type and duration of contract(s) supporting the reference;
- 4) The service provided, scope of the contract and performance objectives satisfied as they relate to the requirements defined in Section 2 – Scope of Work; and
- 5) Whether the proposed personnel are still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

H) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- 1) The State contracting entity;
- 2) A brief description of the services/goods provided;
- 3) The dollar value of the contract;

- 4) The term of the contract;
- 5) Whether the contract was terminated prior to the specified original contract termination date;
- 6) Whether any available renewal option was not exercised; and
- 7) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP. The State shall have the right to contact any reference as part of the evaluation and selection process.

I) Proposed Facility

All work will be performed at DLLR, 1100 N. Eutaw Street, Baltimore, MD 21201.

J) State Assistance

A reasonable level of the following items will be provided to the TO Contractor's personnel:

- 1) Office space in cubicles;
- 2) Office furniture (desk and chair);
- 3) Office supplies;
- 4) Telephone and fax equipment (local use only);
- 5) Photocopier(s) and printer(s);
- 6) Personal computer with E-Mail and Internet services;
- 7) System hardware and software to perform development and testing; and
- 8) Parking will **not** be provided by DLLR. Private parking near the facility typically costs \$40 to \$60 per month. Light rail and metro stops are within four (4) blocks of the facility.

K) Confidentiality

A TO Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. TO Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

A) A description of any assumptions on which the TO Contractor's Financial Proposal is based;

B) Completed Price Proposal, Attachment 1 including:

- 1) The TO Contractor shall indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract.
- 2) Do not change any wording of the Price Proposal Form.
- 3) No conditions or amendments to the Price Proposal Form are permitted and such will cause the offer to be declared unacceptable.

SECTION 4 – PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

- A) The TO Agreement Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, DLLR will consider all information submitted in accordance with Section 3, above.
- B) The State reserves the right to require from the TO Contractor an oral presentation to the evaluation committee or any other State designated personnel. The TO Contractor will receive a minimum of three-calendar days notice prior to the presentation. The State reserves the right to request any key personnel proposed by the TO Contractor to attend the oral presentation.
- C) The State reserves the right to interview all proposed personnel at no expense to the State.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- A) Qualifications of the proposed personnel.
- B) Experience and Capabilities of the proposed personnel.
- C) The TO Contractor's understanding of the work to be accomplished.

4.3 SELECTION PROCEDURES

- A) Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.8 of this TORFP. TO Contractors' proposed personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- B) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- C) The State will conduct interviews of all personnel in each TO Proposal that meet minimum qualifications.
- D) Qualified TO Proposal financial responses will be reviewed and ranked from lowest (best price) to highest price proposed.
- E) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will receive greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

- A) Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 6 for a sample of a Notice to Proceed.
- B) After contract award, the Agency and the selected Contractor will agree on a start date of contract performance. However, the start date of contract performance will be within two weeks after contract award unless specifically otherwise agreed by the user Agency and the contractor.

- C) The Contractor shall complete **all** work requirements no later than four (max CTAS life) years after the NTP or the conclusion of the CATS whichever is later.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS TORFP # P00P7200481 LABOR CATEGORIES

Add schedules for year one, two and three – CATS allows for annual increase in labor rates) and then grand total to one number

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS TORFP Price
Project Manager – year one	\$	1,000*	\$
Project Manager – year two (optional)	\$	1,000*	\$
Total Evaluated Price			\$

Authorized Individual Name

Company
Name

Title

Company
Tax ID #

* Estimated hours for evaluation purposes only.

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Time for travel will be reimbursed as allowed in Section 2.2.4 of the Master Contract.

Date: _____

The Contractor (is____) (is not____) a Maryland State certified MBE.
Certification No.:_____

Authorized Individual Signature

Company Name

Federal Employee Identification Number

SUBMIT THIS WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS TORFP# P00P7200481 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Maryland Department of Labor, Licensing and Regulation.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the TO Requesting Agency, as identified in the CATS TORFP # P00P7200481.
 - b. “CATS TORFP” means the Task Order Request for Proposals # P00P7200481, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a. The TO Agreement,
- b. Exhibit A – CATS TORFP
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal- Price

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of insert time for performance, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Maryland Department of Labor, Licensing and Regulation

By: insert, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

"Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

"Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

**LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – PROJECT MANAGER	
Education: (Insert the education description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

Address: **1100 North Eutaw Street, Basement Conference Room
Baltimore, Maryland 21201**

ATTACHMENT 6 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #P00_____

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

ATTACHMENT 7 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Labor, Licensing and Regulation
TORFP Title: MIDAS MIGRATION MANAGEMENT SUPPORT
TO Manager: TO Manager and Phone Number

To: TO Contractor’s Contract Manager

The following deliverable, as required by TO Agreement #P00P7200481, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.6 OF THE TORFP.

ATTACHMENT 8 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #P00P7200481 for Maryland Imaging Data Access System (MDAS) Migration Project. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Patricia Tarpley, Department of Labor, Licensing and Regulation on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT WITH TECHNICAL PROPOSAL OF THE TORFP

ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200____, by and between the State of Maryland (“the State”), acting by and through its Department of Labor, Licensing and Regulation, (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Maryland Automated Benefits System TORFP No. P00P7200481 dated _____, 2006, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding _____ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

Department of Labor, Licensing and Regulation:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN TORFP

ATTACHMENT 10 - ACCESS
TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS
TO THE CONFIDENTIAL INFORMATION

Printed Name and Address of Employee or Agent	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT 11 – DLLR RESOURCES AND DATA SHARING AGREEMENT Confidentiality Certification Form

I understand that I will or may be exposed to certain confidential data maintained by the Maryland Department of Labor, Licensing and Regulation ("DLLR") which was released to my employer, the _____.

These confidential records include data related to participants who have or are currently receiving employment, training or Unemployment Insurance services.

I understand that I may use the data only in conjunction with certain duties with respect to my employment, as specifically described below:

I agree to retain original data files, and any derivative files that contain identification of employers and employees, only for the period of time required to complete the explicitly stated purposes above. When these purposes are completed, I agree to immediately notify DLLR to either return the files or certify destruction of the files in writing within 10 days of such notice.

I understand that I may not discuss with or reveal to anyone, in any manner, any of the information I obtain from that data, except to other persons also having authorization to this data, and only for purposes of performing my duties as set forth above. I understand that I may not reveal such information to my friends or family, nor use the information for any personal, commercial, or political use.

I understand that the data is confidential and protected by federal and state laws, and that if I improperly use or reveal this confidential information, I may be subject to prosecution, fines, imprisonment, or other sanctions permissible under law. I understand and agree that I will be liable for any damages resulting from my release of confidential information.

I have read this entire statement and understand that the confidential data must be used only for the specific purpose set forth above and that use of this information for any other purpose is strictly prohibited.

Signature

Name - Print or Type

Date

ATTACHMENT 12 – TO CONTRACTOR PERFORMANCE EVALUATION AND STANDARDS

PERFORMANCE EVALUATION AND STANDARDS	Exceeds	Acceptable	Needs Improvement
1. Were Deliverable(s) completed on time.			
2. Stakeholder Satisfaction			
3. Quality of Work			
4. Responsiveness to Deliverable request(s)			
5. Have expectations been met			
6. Responsiveness of staff to inquiries			
7. Knowledge of staff			
8. Professionalism of staff			
9. Courtesy of staff			
10. Overall level of service provided			
Comments:			

TO Manager's Signature

Date of Signature

Contractor's Designated Authority's Signature

Date of Signature

Printed Name _____

Printed Title _____